

THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION  
2015 REQUEST FOR PROPOSALS (RFP) - PARK ACTIVITY, ENTERTAINMENT AND SERVICE  
CONCESSION PARK PERMITS

Proposal Due Date – Monday, March 30, 2015 by 4:00 pm



THE CITY OF SEATTLE DEPARTMENT OF PARKS & RECREATION  
ANTOINETTE DANIEL, CONCESSIONS COORDINATOR  
CONTRACTS ADMINISTRATION AND SUPPORT OFFICE  
(206) 684-0902  
Antoinette.Daniel@seattle.gov

MAILING ADDRESS AND OFFICE LOCATION:

The City of Seattle Department of Parks & Recreation  
Antoinette Daniel, Concessions Coordinator  
800 Maynard Ave. S. Suite 300  
Seattle, WA 98134

These materials and electronic copies of the forms are available at:  
<http://www.seattle.gov/parks/partnerships/rfp.htm>

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*Section I should not be returned to the Department as part of a Proposal.*

**SECTION II – RFP PROPOSAL QUESTIONNAIRE – THIS SECTION MUST BE RETURNED AS YOUR PROPOSAL WHEN COMPLETED AND SIGNED.**

**SECTION III – SAMPLE CONCESSION PERMIT**

*Section III should not be returned to the Department as part of a Proposal.*

**WE HAVE ADVERTISED THIS RFP IN DIFFERENT LANGUAGES; HOWEVER, DUE TO LIMITED RESOURCES FOR TRANSLATION SERVICES, ALL PROPOSALS MUST BE COMPLETED IN ENGLISH.**

The information within a proposal is your sole responsibility. You are being asked to provide a clear and concise explanation of your experience in the proposed concessions, provide verifiable client and business references and clearly explain your proposed services for the park. Your financial bid should be clearly written in the space provided and signed by an individual or individuals legally authorized to commit your organization or company.

*Ornate and expensive Proposal materials and/or presentations are discouraged. Please include only materials directly applicable to your proposed concession.*

**2015 REQUEST FOR PROPOSALS (RFP) - PARK ACTIVITY, ENTERTAINMENT AND  
SERVICE CONCESSION PERMITS**

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**PROPOSAL DUE DATE – MONDAY, MARCH 30, 2015 BY 4:00 PM**

## **SECTION I – INFORMATION REGARDING REQUESTS FOR PROPOSALS - PARK CONCESSIONS AT VARIOUS DEPARTMENT PARK LOCATIONS.**

**PROPOSAL DUE DATE – MONDAY, MARCH 30, 2015 BY 4:00 PM**

### **OVERVIEW.**

This REQUEST FOR PROPOSAL (RFP) represents a publicly advertised and competitively awarded solicitation by the City of Seattle, Department of Parks and Recreation for Seasonal Concessions Operators for selected parks. The Department is seeking proposals from operators for specific locations in parks. Some park locations can only accommodate mobile-type vending while others accommodate temporary carts. Individual operators may only apply for two (2) locations in the RFP process; in the event that Park locations remain unfilled after awards are announced Parks will consider awarding additional locations to applicants who may already have two (2) locations. The Department is seeking and will select concessionaires that best demonstrate the ability to provide innovative, affordable, safe and reliable services to park patrons while paying reasonable concession fees to the Department. Parks welcomes and encourages proposals from individuals and organization offering recreational rentals, services, and activities that would be complimentary to the existing uses of the park. Activities can include henna tattoos, artist caricatures, charcoal drawings, photos; as well as kayak, paddle board and canoe rentals. The Department reserves the right to approve or disapprove any proposed business activity, for any reason, including, but not limited to, safety and liability concerns and logistical issues. **If you are awarded a Concessions Permit you may NOT sell, transfer or give the concession rights to anyone else. You must operate the concession that is awarded to you.**

All proposals become the property of the Department and are subject to Public Disclosure laws.

### **PROPOSED RFP SCHEDULE.**

The Department's proposed schedule for review of the Proposals and final selection of Seasonal Concession Operators is as follows:

- February 6, 2015                      Advertisement begins.
- February 6, 2015                      RFP Packages are available on the Web site, to be picked up, emailed to or mailed out to interested parties.
- February 24, 2015                      Concessionaire Meeting from 6 -7pm at the International District/Chinatown Community Center 719 8th Ave S. Seattle, WA
- March 13, 2015                        Deadline for written questions to the Department from Proposers.
- March 20, 2015                        Deadline for Department written responses to Proposers' questions. Department responses will only be posted on the Department's website. Please check often for updates.
- March 30, 2015                        RFP Submittal Dateline by 4:00 PM.
- April 16-17, 2015                      Oral interviews – Optional by Department.
- April 24, 2015                        Proposers notified of Award.
- May 4, 2015                            Permit commencement date

**ALKI BEACH PARK. From Western property line 200 feet northwest of West property line AND between 53<sup>rd</sup> AVE SW and 55<sup>th</sup> Ave SW within Park**

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If the Concession rents Paddle Board or other aquatics equipment Premises shall be limited for launching purposes to the designated hand boat launch areas of Alki Beach Park; from the Western property line of the park northwest 200 feet of the Western property line AND between 53<sup>rd</sup> Ave SW and 55<sup>th</sup> Ave SW. Space assignment on the Premises may be changed at any time at the option of the Department. Non Aquatic rental equipment or Activities may propose another concession location within Alki Beach Park, subject to approval by Seattle Parks. No overnight and no on-site storage. The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal or an alternative monthly minimum payment, whichever is greater.

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## **FERDINAND STREET BOAT LAUNCH Lake Washington Blvd S & S Ferdinand St**

Site Description: This site is a small grassy area with designated hand-launch area suitable for paddle board, kayak and similar aquatic rental directly across Andrews Bay from Seward Park. No overnight and no on-site storage. Please pick up any trash dropped in the park by your customers. The concessionaire selected will pay a monthly fee of 10% of gross sales or a fixed minimum fee based on the fee offered in its proposal, whichever is greater.





## GOLDEN GARDENS PARK 8498 SEAVIEW PL.NW

Premises for kayak rental, kayak tours, paddle board rentals or other Aquatic activities shall be limited for launching purposes to the designated hand boat launch areas of Golden Gardens Beach Park. Space assignment on the Premises may be changed at any time at the option of the Department. Other types of Concession activities may be considered at other locations within the Park; all concession locations must be approved by Parks. No concessions selling foods or beverages will be approved by Parks as a part of this RFP; vendors interested in food services are directed to the Seasonal RFP for Food services. The concessionaire selected will pay a monthly fee of 10% of gross sales or a fixed minimum fee based on the fee offered in its proposal, whichever is greater.



**LINCOLN PARK), 8011 FAUNTLEROY WAY SW.**

There is no overnight parking. Please pick up any trash dropped in the park by your customers. The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal. No kayak, paddle board or other Aquatic activities will be permitted at this location, no concessions selling food or beverages will be accepted as Part of this RFP; if interested in food vending please refer to 2015 food vending RFP. The concessionaire selected will pay a monthly fee of 10% of gross sales or a fixed minimum fee based on the fee offered in its proposal, whichever is greater.





## MAGNUSON PARK, NE 65TH STREET ENTRANCE

A location near the waterfront within the park – No overnight parking is available. Note: Access to the children's play area and off-leash dog park is **not** allowed. Concessionaire may operate along the Lake Washington waterfront and adjacent areas. The concessionaire selected will pay a monthly fee of 10% of gross sales or a fixed minimum fee based on the fee offered in its proposal, whichever is greater.





**MATTHEWS BEACH PARK, 9300 51ST AVE NE.**

A parking lot location within the park - a space without utilities is available for a self-contained concession. The concessionaire should arrive early even though this is a reserved parking location. No overnight parking is available. The concessionaire selected will pay a 10% of gross receipts or a fixed monthly fee based on the fee offered in its proposal, whichever is greater.

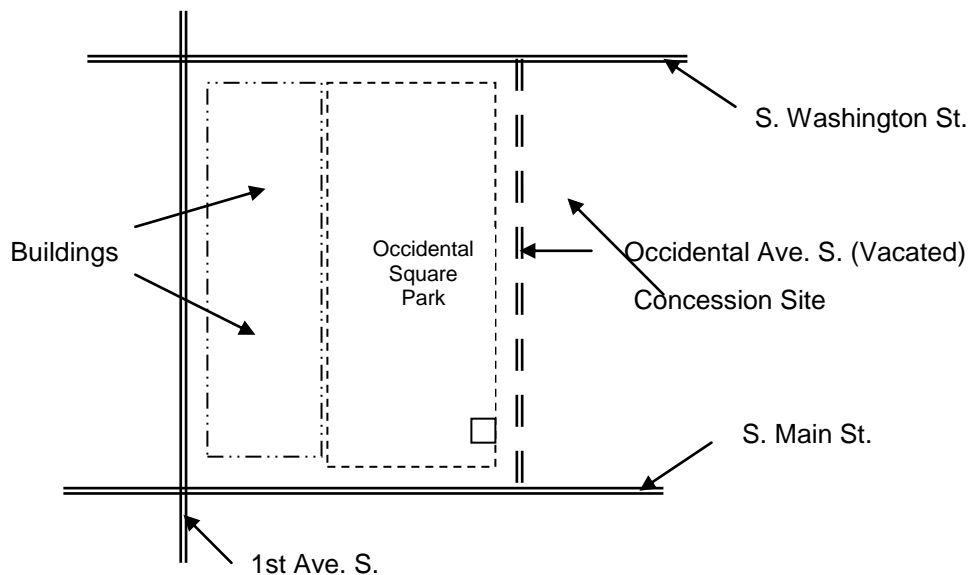


## OCCIDENTAL SQUARE, OCCIDENTAL AVE S AND S MAIN STREET

Vendors will also need to obtain approval from the Pioneer Square Preservation District (PSPD).

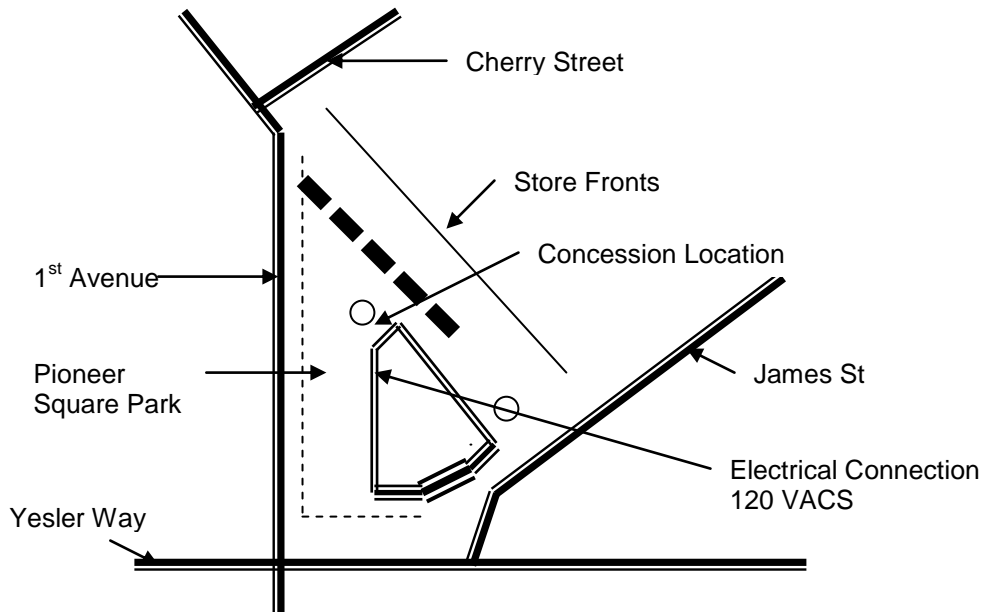
Interested parties are encouraged to seek approval from the PSPD concurrent with the preparation of their proposal. Information about PSPD can be found at the following website:

<http://www.seattle.gov/neighborhoods/preservation/pioneersquare.htm>. The PSPD contact person for information is Genna Nashem, Pioneer Square Preservation Board at (206) 684-0227. Please pick up any trash dropped in the park by your customers. Occidental Square Park financial information: The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal. Preference is given for proposals offering an active, recreational experience to park visitors. The concessionaire selected will pay a monthly fee of 10% of gross sales or a fixed minimum fee based on the fee offered in its proposal, whichever is greater.



### **PIONEER SQUARE, 100 YESLER WAY.**

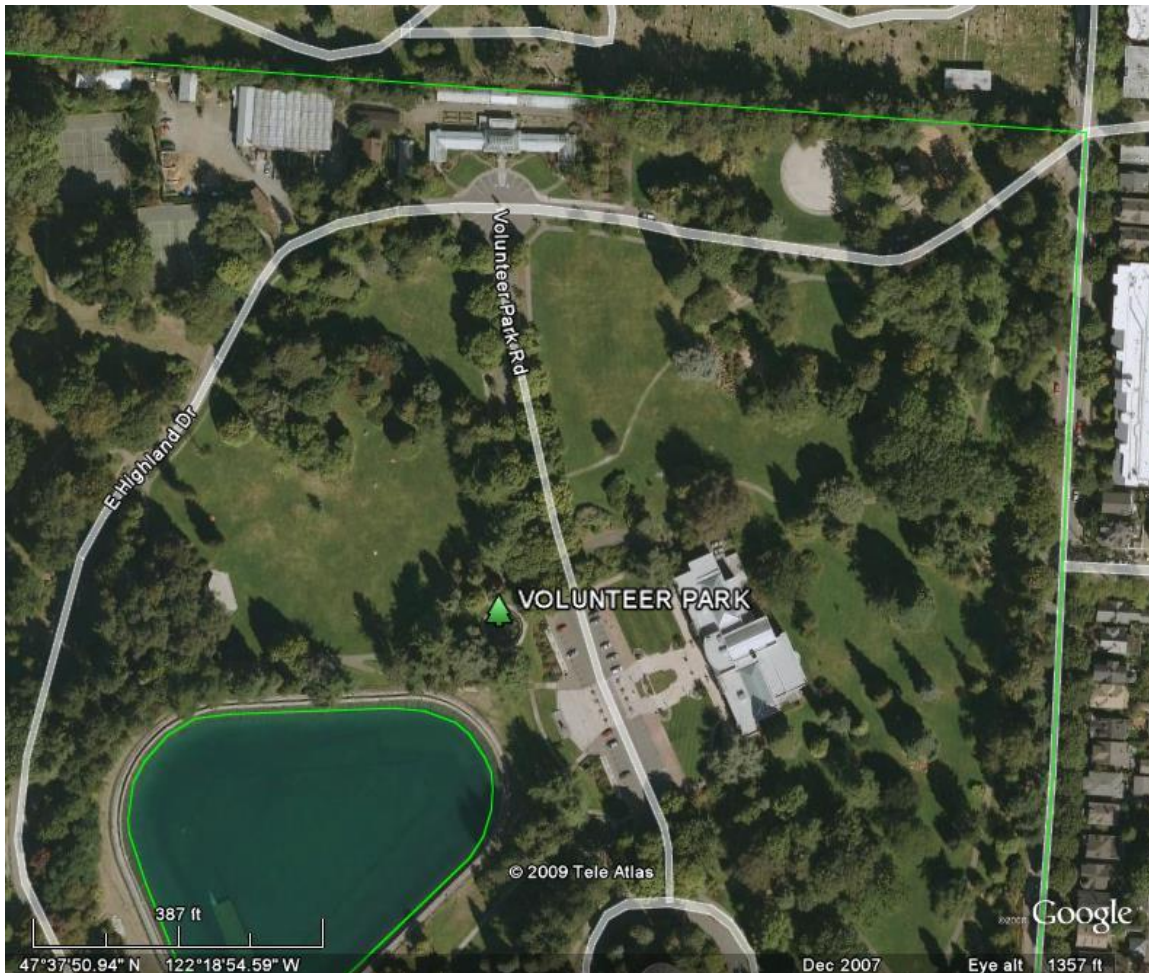
Site Description: A paved concession site in the West area of the park. Electricity is available within 30 (Thirty) feet of the concession site. No overnight storage is permitted. Please pick up any trash dropped in the park by your customers. Pioneer Square financial information: The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal. Preference is given to proposals offering an active, recreational experience to park visitors. The concessionaire selected will pay a monthly fee of 10% of gross sales or a fixed minimum fee based on the fee offered in its proposal, whichever is greater.





## **VOLUNTEER PARK, 14TH AVE E, PROSPECT TO ROY.**

Site Description: A street parking location within the park – a space without utilities is available for a self-contained concession. No overnight storage or overnight parking is available. This is not a reserved space so the concessionaire should arrive early. The concessionaire will coordinate the parking location with Department staff. The Department reserves the right to exclude concession rights for one weekend in June from the concession Permit as current plans include renting the park to a special use group. Please pick up any trash dropped in the park by your customers. The concessionaire selected will pay a monthly fee of 10% of gross sales or a fixed minimum fee based on the fee offered in its proposal, whichever is greater.



## **PERMIT FEE AND CONCESSION PAYMENT SCHEDULE**

The successful Proposer for each park will pay a permit fee of \$75.00. The Concessionaire shall make Concession Fee payments to the Department for the grant received herein, on or before the 10<sup>th</sup> day of the month (or the first working day for City employees thereafter) following each month of service under this Permit. This payment shall equal the Concession fee plus applicable Leasehold Excise Tax.

For example the concession fees and Leasehold Excise Tax will be paid on June 10<sup>th</sup> for May sales, July 10<sup>th</sup> for June sales, August 10<sup>th</sup> for July sales, September 10<sup>th</sup> for August sales, and October 10<sup>th</sup> for September sales.

## **RFP EVALUATION**

Parks Department staff will review the Proposals submitted for the RFP process. The panel will score the Proposals, determine the highest qualified Proposals and will interview the Proposers, if interviews are necessary, and make a final recommendation regarding the award to the qualified Proposers offering the best services to park users and return to the Department. Generally, if all Proposers offer sufficient references and experience then the Proposer offering the highest concession fee and most appropriate services for the park will be awarded the permit. The Department reserves the right to refuse any and all proposals. Proposals can not be accepted for the sale of tobacco products and products in glass containers.

## **PROPOSED RFP SCHEDULE.**

The Department's proposed schedule for review of the Proposals and final selection of Seasonal Concession Operators is as follows:

- February 6, 2015                      Advertisement begins.
- February 6, 2015                      RFP Packages are available on the Web site, to be picked up, emailed to or mailed out to interested parties.
- March 13, 2015                      Deadline for written questions to the Department from Proposers.
- March 20, 2015                      Deadline for Department written responses to Proposers' questions. Department responses will only be posted on the Department's website. Please check often for updates.
- March 30, 2015                      RFP Submittal Dateline by 4:00 PM.
- April 16-17, 2015                      Oral interviews – Optional by Department.
- April 24, 2015                      Proposers notified of Award.
- May 4, 2015                      Permit commencement date

## **PROPOSAL SUBMISSION PROCESS.**

1. Complete, sign and submit all RFP forms provided by the Department in RFP Section II – Proposal Questionnaire. In order for the Department to evaluate a Proposal, the Proposer must completely answer each question in the Questionnaire. **Incomplete Proposals, Proposals not on the forms supplied by the Department, electronically transmitted Proposals and non-responsive Proposals can not be evaluated and will be disqualified.** If you have questions, please contact Antoinette Daniel. It is impossible for us to guess what you intended if you leave information out of your proposal therefore please clearly answer each question and explain your proposed service for the park.
2. An official who is legally authorized to bind the organization must sign the Proposal on the Financial Page of the Proposal Questionnaire.
3. A current City of Seattle Business License is required for anyone doing business on City property. Please provide a copy of a current City of Seattle business license in your proposal or be prepared to obtain one before a permit is awarded.
4. Provide all references and materials required by the RFP instructions. Your ability to demonstrate business experience in the proposed concession, provide client references, provide business references and produce a simple business plan within your proposal is very helpful. If you have experience and skills please tell us about them.
5. Individual applicants may only apply for two (2) locations in the RFP process; in the event that Park locations remain unfilled after awards are announced Parks will consider awarding additional locations to applicants who may already have two (2) locations.
6. All questions regarding this Proposal should be submitted to Antoinette Daniel at the address shown on the cover of this RFP package no later than 4:00 PM on March 13, 2015.
7. No Department operating or maintenance funds will be used to support the proposed concession's operating and management plan. The Department will not add electrical service, water supply lines or waste drains to any location.
8. All Proposals become the property of the Department. Proposers are advised against submitting any materials that can not be replaced.
9. Mail, ship or deliver the signed and completed Proposal to the Department at the address provided before the due date and time. Electronically transmitted Proposals, incomplete Proposals, Proposals not on the forms provided by the Department and Proposals that arrive after the due date and time can not be accepted. Clearly mark the exterior of the RFP package "2015 PARK CONCESSION RFP".

## **PROPOSAL DEADLINE.**

Mailed and hand delivered proposals must be received by the Department no later than 4:00 pm Monday, March 30, 2015 at the following address:

The address for mailed or hand delivered Proposals is:

2015 PARK CONCESSION RFP  
Antoinette Daniel, Concessions Coordinator  
The City of Seattle Dept. of Parks & Recreation  
800 Maynard Ave S. Suite 300 Seattle, WA. 98134

## **UPDATED INFORMATION**

Department responses to questions and additional information and/or changes will only be posted on the Department's website. Please check often for updates. <http://www.seattle.gov/parks/partnerships/rfp.htm>



**PRIOR TO BEING AWARDED A PERMIT THE SUCCESSFUL PROPOSERS MUST:**

1. Present to the Department acceptable proof of insurance commonly called an Accord form as described in this Permit. Please do not pay for insurance until after you are offered a permit.
2. Submit the required performance deposit or performance bond (if required) to the Department. Payments and deposits may only be made by Cashier's Check; no personal checks can be accepted.
3. Provide the Department with a copy of a current City of Seattle Business license.
4. No permit will be awarded until pictures, sketches and/or descriptions of the proposed carts and/or concession equipment have been submitted and approved by the Department.

**PLEASE NOTE:**

1. No items in glass containers may be sold in the park.
2. Generally you will not be permitted to place signs in the park except on your cart.
3. Usually you will not have a parking space in the park.
4. There is no overnight storage for your equipment in the park; except at Freeway Park in the storage room provided.
5. Please pick up any trash dropped in the park by your customers.
6. Please submit proposals (or bids) for no more than 2 park locations.
7. **If you are awarded a Concessions Permit you may NOT sell, transfer or give the concession rights to anyone else. You must operate the concession that is awarded to you.**

## 2015 PARK CONCESSIONS RFP - SECTION II - RFP QUESTIONNAIRE

*Page 1 of 4 that must be fully completed and returned to the Department as part of your Proposal.*

**1. LEGAL NAME OF ORGANIZATION, FIRM, INDIVIDUAL OR PARTNERSHIP  
SUBMITTING THIS PROPOSAL:**

**2. ADDRESS OF PRINCIPAL PLACE OF BUSINESS:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**3. THE PERSON ON YOUR STAFF WHO WILL BE THE PRIMARY CONTACT FOR THIS PERMIT:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Address (If Different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**4. TYPE OF ORGANIZATION.**

Specify if the organization is a corporation, partnership, sole proprietorship, joint venture, etc.

Explain any details or factors that are needed to clarify your organizational and financial structure.

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**5. EXPERIENCE IN PROPOSED BUSINESS.**

How long has this organization been in the business that you propose to operate on Department property? (Enter the number of years in the following blank) \_\_\_\_ years.

Describe the services. For example, products, type of services, unique challenges, and customer service enhancements, etc. \_\_\_\_\_

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**6. CITY OF SEATTLE BUSINESS LICENSE.**

Does your organization have a current City of Seattle business license? (ANSWER YES OR NO IN THE FOLLOWING SPACE) \_\_\_\_\_ if yes, then insert a photocopy of your Seattle business license between this page and the next page.

*PLEASE BE ADVISED THAT YOU MAY BE ASKED TO PRESENT A CURRENT COPY OF A VALID CITY BUSINESS LICENSE PRIOR BEING AWARDED A PERMIT.*

*Information: If additional space is needed for your response to questions on this page then insert the information immediately following this page.*

**2015 PARK CONCESSIONS RFP – SECTION II - RFP QUESTIONNAIRE**

***Page 2 of 4 that must be fully completed and returned to the Department as part of your Proposal.***

**7. PROPOSED SERVICES.**

(7.A.) Describe the services proposed for the Department. Describe the type and features of the service or products to be offered, proposed hours and days of operation and type of cart or other equipment. Aspects of your proposed services that you believe best describe your services and business philosophy. Use addition space as necessary by adding pages.

Preference will be given to vendors with tidy, compact and attractive stands or carts. Preference is given for proposals offering interesting amenities that add to Park visitors' experience. Please describe your services:

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(7.B) Pictures of your proposed cart/equipment are **REQUIRED** and will help us to select vendors with tidy, compact and attractive stands or carts. Preference in award will be given to concessionaires with the most presentable equipment. If you plan to use an awning or umbrella then please be advised that you must include a picture in your proposal and be aware that all tents, unattractive awnings and awnings with unacceptable advertising will not be permitted. All equipment used must be placed in an attractive and professional manner; simply placing supplies and equipment on the ground is not acceptable. Allowing debris, trash to accumulate will not be permitted. Please describe you cart, awning and/or equipment and enclose pictures.

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***Information: If additional space is needed for your response to questions on this page then insert the information immediately following this page.***



**2015 PARK CONCESSIONS RFP- SECTION II - RFP QUESTIONNAIRE**

*Page 3 of 4 that must be fully completed and returned to the Department as part of your Proposal.*

(7.C). What days each week will you be in the park and for how many hours each day?

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(7.D) Your business and staff must project an attractive and professional appearance at all times. Preference is given to concessionaires that provide employee uniforms. How will your employees be attired?

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**8. CUSTOMER PRICE SCHEDULE**

Proposed Services, rental Fees And/ Or Items for Sale Including Size – Quote Prices without Sales Tax. For a proposed service write a description of the service and the proposed price.

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>PRICE</i>	<i>COMMENT</i>
		\$	
		\$	
		\$	
		\$	
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		\$	

***INSTRUCTIONS: FILL IN THE TABLE ABOVE ATTACH SEPARATE SHEETS USING THE FORMAT FROM THIS PAGE TO SHOW ALL RETAIL PRODUCTS INCLUDING DESCRIPTION, SIZE, TYPE, STYLE, ETC. AND THE PROPOSED PRICE OF EACH ITEM***

**2015 PARK CONCESSIONS RFP- SECTION II - RFP QUESTIONNAIRE**

*Page 4 of 4 that must be fully completed and returned to the Department as part of your Proposal.*

**9. FINANCIAL PROPOSAL.** Based on your expert experience in the seasonal concessions business and having 1) thoroughly read the enclosed contract and RFP documents; 2) asked the Department any questions you may have had about the terms, conditions or responsibilities described; 3) visited the proposed sites; 4) sought legal and financial advice as needed; and 5) researched the applicable laws, ordinances, statutes and regulations, you make the following firm and irrevocable offer to pay concession fees as shown below:

**I/WE shall make a minimum concession fee payment \$\_\_\_\_\_ (express as a dollar amount to be paid each month) to the Department for each month of service under this Permit.** (Instructions - Enter a Monthly Dollar Fee Amount above - example "\$265.00). Write out the amount \_\_\_\_\_ (Dollars per Month Minimum Fee Payment) for example "Two hundred sixty-five dollars per month. **Please do not bid on more than 2 parks.**

\$\_\_\_\_\_ Alki Beach Park, No minimum monthly fee  
\$\_\_\_\_\_ Ferdinand St. Boat Launch, No Monthly Minimum Fee  
\$\_\_\_\_\_ Golden Gardens. No minimum monthly fee.  
\$\_\_\_\_\_ Lincoln Park, No minimum monthly fee.  
\$\_\_\_\_\_ Magnuson Park , No minimum monthly fee.  
\$\_\_\_\_\_ Matthews Beach Park, No minimum monthly fee.  
\$\_\_\_\_\_ Occidental Square, No minimum monthly fee.  
\$\_\_\_\_\_ Pioneer Square, No minimum monthly fee.  
.  
\$\_\_\_\_\_ Waterfront Park, No Monthly Minimum Fee

Submitted by \_\_\_\_\_  
(Name of organization submitting this Proposal)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, 2015  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

A \$75 Permit fee per park is due when the Permit is issued. Thereafter your minimum fee payment is due on or before the 10<sup>th</sup> calendar day of the month following each month of operation under this Permit. If you elect to operate in the month of April 2015 then your \$75 permit fee will be deemed to cover this period and no additional fees will be due for April 2015.

**THIS IS THE END OF RFP QUESTIONNAIRE.**

### RFP SECTION III \_ SAMPLE CONCESSIONS PERMIT

Permit Number PRM 2015 \_\_\_\_\_

#### THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION AND

#### \_\_\_\_\_ PARK CONCESSIONS PERMIT

THIS PARK CONCESSIONS PERMIT is entered into between the City of Seattle, (hereinafter referred to as the "City"), operating through its Department of Parks and Recreation (hereinafter referred to as the "Department") and its Superintendent of Parks and Recreation (hereinafter referred to as the "Superintendent") and \_\_\_\_\_, (hereinafter referred to as the "Concessionaire").

#### CONTACT INFORMATION:

Department:

Antoinette Daniel, Concessions Coordinator

800 Maynard Ave. S. Suite #300

Seattle, WA 98134

Phone: (206) 684-0902

Fax: (206) 233-3949

Email: [Antoinette.Daniel@seattle.gov](mailto:Antoinette.Daniel@seattle.gov)

Concessionaire:

Phone:

Email:

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

#### PART A: SPECIAL CONDITIONS AND COVENANTS OF PERMIT

##### A-1 GRANT OF CONCESSION.

The Department hereby grants to the Concessionaire for the full term of this Permit upon the conditions, limitations, reservations and provisions herein, the non-exclusive concession right and privilege to operate a business consisting of the rental or sale of retail items approved by the Department at Department's \_\_\_\_\_ Park as may be mutually agreed (hereinafter referred to as the "Concession Premises").

##### A-2 CONCESSION PREMISES.

The Concession Premises shall be at the Department site(s) that includes the Premises shown in Exhibit A. Space assignment on the Premises may be changed at any time at the option of the Department.

##### A-3 TERM OF PERMIT.

This Permit shall commence on April 16, 2015 and shall expire at 11:59 P.M. on March 31, 2016 unless terminated earlier pursuant to the provisions hereof.

##### A-4 TERMINATION.

Either party may terminate this Permit by giving the other party written notice of its intention to so terminate.

##### A-5 CONSIDERATION.

The Concession right and privilege granted herein for the term as specified, is given in exchange for the Concessionaire:

###### a. MAKING CONCESSION FEE PAYMENTS.

The Concessionaire shall make monthly concession fee payment to the Department of \$\_\_\_\_\_ dollars for the preceding month. This payment shall hereinafter be

referred to as the "Concession Fee". Each month the Concessionaire shall submit using the attached form "Permit Exhibit B – CONCESSION MONTHLY REPORT OF GROSS SALES" along with each monthly concession fee payment.

b. **PAYING LEASEHOLD EXCISE TAXES:**

Washington State Leasehold Excise Taxes are paid in addition to the Concession Fee Payments described herein. Payments for Washington State Leasehold Excise Tax shall be listed as a separate item on all accounting, billings, statements and check stubs.

The Concessionaire shall remit to the Department with each Concession Fee payment the appropriate payment for Washington State Leasehold Excise Taxes. These Leasehold Excise Taxes payments shall be made to the Department and shall be listed separately on each Monthly Concessions Report. Leasehold Excise Taxes are not included in the Concession Fee payments shown in this Permit. The Leasehold Excise Tax rate at the time this Permit is drafted is 12.84% (Twelve and eighty-four hundredths percent) of the Concession Fees paid to the Department.

c. **PROVIDING CONCESSION EQUIPMENT.**

Providing concession equipment, installation, maintenance and services sufficient to reasonably satisfy needs at the Concession Premises.

d. **CONCESSIONAIRE PERFORMANCE.**

Satisfying all other conditions and requirements imposed on the Concessionaire by this Permit.

e. **STAFFING, TRAINING AND SUPERVISION.**

The Concessionaire shall at all times staff the Premises with sufficient, well-trained staff to reasonably serve the needs of customers in a safe and efficient manner.

f. **PRICES, PORTIONS AND RETAIL PRICES.**

Prices, portions and/or retail prices shall be as mutually agreed from time to time.

g. **VACATING PREMISES**

The Concessionaire shall remove all property owned by the Concessionaire from the Premises prior to 11:59 PM March 31, 2016. In the event the Concessionaire has not removed its property from the Concession Premises by this date and has not made other arrangements with the Department then the Concessionaire shall be deemed to be in material default of this Permit and the department may remove the Concessionaire's property, dispose of same and charge the costs associated with the cleanup of the Premises to the Concessionaire.

**A-6 FINANCES AND PAYMENTS.**

a. **PAYMENT DUE DATES.**

The Concessionaire shall make Concession Fee payments to the Department for the grant received herein, on or before the 10<sup>th</sup> day of the month (or the first working day for City employees thereafter) following each month of service under this Permit. This payment shall equal the Concession fee plus applicable Leasehold Excise Tax.

b. **PAYMENT LOCATION.**

All Concession Fee and Leasehold Excise Tax payments to the Department shall be paid to the person identified on the first page of this permit.



c. **ADMINISTRATIVE CHARGES DUE TO LATE PAYMENT.**

If any payment is not paid to the Department within 10 (Ten) days after the date due, an administrative late charge of \$25.00 (Twenty five dollars) plus 1% (One percent) interest shall be added to the payment due and the total sum shall become immediately due and payable. Additional interest charges of 1% (One percent) shall be added each month that the Concession Fee remains unpaid.

d. **TAXES, LEVIES AND ASSESSMENTS.**

The Concessionaire shall be responsible for and pay before delinquency, all taxes, levies, and assessments of any nature and kind whatsoever, that at any time hereafter may be levied, assessed, or otherwise imposed upon the Concession Premises or upon the Concessionaire's activities on or occupancy of the Concession Premises, and that are or become payable during the term of this Permit, including but not limited to taxes arising out of the activity or business conducted on the Premises such as the rental or sale of goods or services; taxes levied on its property, equipment, and improvements on the Premises; and taxes on the Concessionaire's interest in this Permit and any leasehold interest deemed to have been created thereby under CH. 82.29A RCW.

**A-7 CONCESSIONAIRE OPERATION AND SERVICES.**

a. **EQUIPMENT.**

1. The Concessionaire shall install and maintain sufficient equipment to meet the public need as determined by the Department. The Concessionaire shall maintain all equipment and the Concession Premises in good working condition at no cost to the Department. All equipment needed to maintain and operate the Concession Premises shall remain the property of the Concessionaire under the conditions and provisions of this Permit.
2. Prohibited equipment.
  - a). The Concessionaire may NOT install any vending machines.
  - b). If an open flame device is approved by the Department then the Concessionaire must obtain the required permit from the Seattle Fire Department.
3. Fire extinguisher. The Concessionaire shall provide a suitable fire extinguisher to meet code requirements for any concession sites approved for gas, charcoal or similar portable cooking. The Concessionaire at all sites will continuously comply with all fire code requirements applicable to its equipment.
4. Trash & Recycling Receptacles. The Concessionaire shall provide at least 2 (Two) large trash cans for use by customers at the Premises and an appropriate recycling container consistent with the Concessionaires products. The Concessionaire shall each day empty the contents of these trash cans into dumpsters when dumpsters are provided by the Department or the Concessionaire shall remove and dispose of the contents of trash cans and recycling bins in a legal manner at its own cost.

b. **INSTALLATION AND REMOVAL OF EQUIPMENT.**

Any equipment to be installed shall be installed only in locations previously approved by the Department. All installations shall be done in an attractive and appropriate manner so as to pose no potential for injury. All mounting holes or other damage to the premises caused by the installation shall be repaired when the equipment is removed by the Concessionaire. The Department will provide locks and keys for exterior doors and keys for bollards. The Concessionaire shall not remove locks, replace locks or add new locks to the Premises.

c. **DAYS AND HOURS OF OPERATION.**

The Concessionaire shall, at a minimum, be open for business according to a mutually agreed schedule. The dates and times of operation may be modified from time to time by mutual agreement of the parties hereto.

d. **COMPLIANCE WITH THE LAW.**

The Concessionaire shall comply with all applicable laws of the United States of America and the State of Washington; the Charter and ordinances of the City of Seattle; and rules and regulations of each of them and with orders and directives of public officials implementing the same.

e. **EQUALITY OF TREATMENT.**

The Concessionaire will comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended from time to time; and rules, regulations, orders, and directives of the associated administrative agencies and their officers. *Failure to comply with any of the terms of these provisions shall be a material breach of this AGREEMENT.*

f. **NONDISCRIMINATION AND AFFIRMATIVE ACTION IN EMPLOYMENT.**

The Concessionaire shall comply with all State and local laws and ordinances prohibiting employment discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap.

g. **SIGNS.**

The Concessionaire shall obtain the Department's prior approval for all signs, posters and displays to be used on the Premises.

**A-8 ENTIRE PERMIT.**

This Permit and Exhibits contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, oral or otherwise may modify the text or an attachment to this Permit.

The parties to this Permit acknowledge that it is a negotiated Permit, that they have had the opportunity to have this Permit reviewed by their respective legal counsel, and that the terms and conditions of this Permit are not to be construed against any party on the basis of such party's draftsmanship thereof.

**A-9 BINDING EFFECT.**

This Permit shall be subject to the approval of the Superintendent of the Department of Parks and Recreation and shall not be binding until so approved.

**A-10 LICENSES.**

The Concessionaire shall provide a copy of its current City of Seattle business license to the Department prior to placing any equipment on the Premises. The Concessionaire shall keep all licenses current throughout the term of this Permit and shall supply copies of these licenses to the Department at the address shown in this Permit.

**A-11 BACKGROUND INVESTIGATION.**

The Concessionaire shall provide information requested by the Department about the Concessionaire's personnel for the purposes of a background investigation required by law for all Concessionaire staff and subcontractors working on the premises. The Concessionaire shall provide the background information annually for each person working on Parks property using the attached form "Permit Exhibit D – Background Check Form".

A-12 CONCESSIONAIRE PERSONNEL IDENTIFICATION.

When the Department provides identification for the concession staff then the Concessionaire shall require each Concessionaire's employee assigned to work on the Premises wear the identification provided by the Department.

13 INSURANCE

Prior to the commencement of use of Premises pursuant to this Permit, the Concessionaire shall secure and maintain in force at no expense to the City of Seattle at all times during the effective date of this Permit, insurance as described below:

a. COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE including:

1. Premises/Operations
2. Products/Completed Operations
3. Personal/Advertising Injury
4. Contractual Liability
5. Independent Contractors
6. Stop Gap/Employers Liability.

CGL insurance must provide the following minimum limit of liability:

\$1,000,000 (One million dollars) each occurrence Combined Single limit Bodily Injury and Property Damage

Except:

\$1,000,000 (One million dollars) each Offense Personal/Advertising Injury

\$1,000,000 (One million dollars) each Accident/Employee/Disease/

Deductible or self-insured retention in excess of \$5,000 (Five thousand dollars) each loss must be disclosed and is subject to approval by the City's Risk Manager.

b. AUTOMOBILE LIABILITY INSURANCE including coverage for owned, non-owned, leased or hired vehicles as applicable with a minimum limit of liability of \$1,000,000 (One million dollars) each occurrence Combined Single limit Bodily Injury and Property Damage.

c. WORKER'S COMPENSATION INSURANCE

Worker's Compensation to comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations.

d. RATING AND CITY APPROVAL

All policies shall be subject to approval by the City's Risk Manager as to insurer, form and coverage. Insurer must be rated A-:VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker.

e. REQUIREMENTS

Coverage and/or limits may be altered or increased as necessary, to reflect type of or exposure to risk. Said insurance policy(ies) and subsequent renewals must be maintained in full force and effect, at no expense to the City, throughout the entire period of the Permit. The City of Seattle shall be an additional insured for primary limits under the CGL and Vehicle Liability insurance either by additional insured endorsements or blanket additional insured policy wording.

f. EVIDENCE OF INSURANCE

Evidence of insurance shall be an Acord Certificate with an additional insured endorsement for CGL per an ISO standard additional insured endorsement CG 20 26 or equivalent. In addition, evidence of not less than 30 (Thirty) days prior written notice of cancellation by insurer shall be provided, except 10 (Ten) days as respects cancellation for non-payment of premium, or as may otherwise be required in Revised Code of Washington (RCW) 48.18.290 ("Cancellation by insurer").

**A-14 INDEMNIFICATION.**

The Concessionaire shall indemnify and hold the City free and harmless from liability from any and all claims, demands, losses, and any death, injury or disability of any person and/or damage to any property or business occurring on or about the Concession Premises during the Concessionaire's use and occupancy thereof or arising, directly or indirectly, out of or suffered by any person by reason of or in connection with any action, error, or omission of the Concessionaire or any of its officers, employees or contractors or subconcessionaires. In the event of suit against the City, Concessionaire shall appear and defend the same, provided Concessionaire is notified in a timely manner of the suit. In the event judgment is rendered against the City, the Concessionaire shall cause the same to be satisfied within 90 (Ninety) days after a final determination thereof, including a final determination of any appeals.

Such indemnity shall not include any claims arising as a result of the sole negligence of the City, its employees and agents, but shall include but not be limited to any liability as may arise or occur from concurrent, contributing or joint actions or omissions of the Concessionaire and the City.

**A-15 ASSIGNMENT OF PERMIT PROHIBITED.**

The Concessionaire shall not assign or transfer this Permit or otherwise convey any concession right or privilege granted hereunder or any part of the Premises unless the approval of the Superintendent is first obtained.

**A-16 STANDARDS.**

The Concessionaire, its agents and employees, shall render courteous service to the public with a goal of adding to the public use and enjoyment of the Concession Premises. The Concessionaire shall operate and conduct the facilities on the Concession Premises in a businesslike manner, and will not permit any acts or conduct on the part of the Concessionaire's employees that would be inappropriate.

**PART B: GENERAL TERMS AND CONDITIONS**

**B-1 DEFINITIONS.**

As used throughout this Permit, the following terms shall have the meanings set forth below unless the context clearly indicates a different meaning is intended:

- a. **CONCESSIONAIRE** means the party granted concessionaire rights and privileges under this Permit.
- b. **CITY** means The City of Seattle and its Department of Parks and Recreation, any division, section, unit or entity of that Department and any of the officers or other officials lawfully representing the Department.
- c. **SUPERINTENDENT** as used herein in regard to the making of inspections, or interpretations; the granting or acquisition of permission, consent, approval, rights, and acting on discretionary matters, etc., shall mean the City's Superintendent of Parks and Recreation or such official's designee.
- d. **DEPARTMENT** shall mean The City of Seattle, Department of Parks and Recreation.
- e. **NET SALES** shall mean all sales and revenue received during business activity on the Premises reduced only by sales tax collected.

**B-2 CLOSURE OF CONCESSION PREMISES.**

The Department reserves the right to close the Concessionaire's operation or any portion thereof for the convenience of the Department upon notice to the Concessionaire and to close the Concession Premises or any portion thereof without notice to meet any emergency as determined by the Superintendent. In the event of any such closure, the Department may post a sign notifying the public of the impending or effective closure. The Department shall not be responsible for the Concessionaire's financial losses arising from any closure.



**B-3 SURRENDER OF PREMISES AND REMOVAL OF PROPERTY.**

**a. AT TERMINATION.**

Upon termination or expiration of this Permit, the Concessionaire shall surrender the Concession Premises to the Department and promptly surrender and deliver to the Department all keys that it may have to any and all parts of the Concession Premises. The Concessionaire shall remove all equipment, supplies and merchandise from the Premises by March 31, 2016.

**b. CONDITION OF PREMISES.**

The Concession Premises shall be surrendered to the Department in as good a condition as at the date of execution of this Permit, except for the effects of reasonable wear and tear, alterations, and repairs made with concurrence of the Department, and property damaged or destroyed by an uninsured peril or an insured peril where insurance proceeds are paid to the Department.

**c. FAILURE TO PERFORM.**

In the event that after termination or expiration of this Permit the Concessionaire has not removed its property and fixtures within the time allowed, the Department may, but need not, remove Concessionaire's personal property and hold it for the Concessionaire, or place the same in storage, all at the expense and risk of the Concessionaire. The Concessionaire shall reimburse the Department for any expense incurred by the Department in connection with such removal and storage. The Department shall have the right to sell such stored property, without notice to Concessionaire, after it has been stored for a period of 30 (Thirty) days or more, the proceeds of such sale to be applied first, to the cost of sale; second, to the payment of the charges for storage; and third, to the payment of any other amounts which may then be due from the Concessionaire to the Department; the balance, if any, shall be paid to the Concessionaire.

**B-4 LIENS AND ENCUMBRANCES.**

The Concessionaire shall keep the Concession Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Concession Premises. At the Department's request, the Concessionaire shall furnish the Department written proof of payment of any item which would or might constitute the basis for such a lien on the Concession Premises if not paid.

**B-5 WAIVER.**

No action other than a written document from the Department so stating shall constitute a waiver by the Department of any breach or default by Concessionaire nor shall such a document waive the Concessionaire's full compliance with the terms and conditions of the Permit, irrespective of any knowledge the Department may have of such breach, default, or non-compliance. The Department's failure to insist upon full performance or any provision of this Permit shall not be deemed as consent to or acceptance of such incomplete performance in the future.

**B-6 SIGNS AND ADVERTISING.**

The Department's written approval shall be required for all signs and advertisements on the Concession Premises; and such approval must be obtained prior to posting of any signs.

**B-7 CHANGES AND MODIFICATIONS.**

The parties hereto reserve the right to amend this Permit from time to time by mutual agreement in writing. No amendment hereto shall be effective unless in writing and signed by an authorized representative of each of the parties.

**B-8 APPROVALS BY THE DEPARTMENT OR SUPERINTENDENT.**

The granting of approval, consent, or permission or the taking of any other action by the Superintendent pursuant to or in connection with this Permit does not constitute the taking of any official action, including the granting of approval, by any other City department or official where such action is required by law, ordinance, resolution or rule or regulation, before Concessionaire may rightfully commence, maintain, or terminate any particular undertaking under this Permit.

**B-9 SEVERABILITY.**

Should any term, provision, condition or other portion of this Permit or any provision of any document incorporated by reference be held invalid, such invalidity shall not affect the other provisions of this Permit that can be given effect without the invalid provision, and to this end, the remainder shall continue in full force and effect.

**B-10 SUCCESSORS IN INTEREST.**

Unless otherwise provided, the terms, covenants, and conditions in this Permit shall apply to and bind any and all heirs, successors, executors, administrators and assigns of the parties, all of whom shall be jointly and severally liable with the original contracting party.

**B-11 NO RELATIONSHIP ESTABLISHED.**

The Department shall in no event be construed to be a partner, associate or joint venturer of the Concessionaire or any party associated with the Concessionaire. The Concessionaire shall not create any obligation or responsibility on behalf of the Department or bind the Department in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Concession Permit to be executed by their respective representative(s):

CONCESSIONAIRE

\_\_\_\_\_, 2015  
Date

THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION

\_\_\_\_\_, 2015  
Charles Ng, Manager Date  
Contracts Administration and Support Office

ATTACHMENTS: PERMIT EXHIBIT A – CONESSION MAP OF PARK  
PERMIT EXHIBIT B - CONCESSION MONTHLY REPORT OF GROSS SALES  
PERMIT EXHIBIT C – EXCLUDED DATES (IF ANY)  
PERMIT EXHIBIT D – BACKGROUND CHECK FORM

## PERMIT EXHIBIT B - CONCESSION MONTHLY REPORT OF GROSS SALES

Concessionaire Name: \_\_\_\_\_

For Month of: \_\_\_\_\_ Year: 201\_\_

Concession Location: \_\_\_\_\_ Park

Total Gross Sales Listed On Page 2: \$ \_\_\_\_\_ "A"

Less Sales Tax Collected: \$ \_\_\_\_\_ "B"

Equals Net Sales (A minus B): \$ \_\_\_\_\_ "C"

Concession Fee Dollar Amount From Your Permit: \$ \_\_\_\_\_ "D"

State Leasehold Excise Tax (12.84% times of D): \$ \_\_\_\_\_ "E"

Late Fee If Paid After the 10<sup>th</sup> of the Month \$ 25.00 (F)

Interest If Applicable \$ \_\_\_\_\_ (G)

TOTAL REMITTED (H=D + E+F+G) to Parks: \$ \_\_\_\_\_ "H"

**F & G Are Only Applicable For Late Payments**

Make your check payable to "Seattle Parks" and mail your check and this Monthly Report to reach Seattle Parks by the 10<sup>th</sup> day of the month following the month being reported.

Mail total Payment ("F") to: The City of Seattle Parks and Recreation, Attn. Antoinette Daniel,  
Department Concessions Coordinator, 800 Maynard Ave. S. Suite 300, Seattle, WA 98134

**I, the undersigned, do hereby certify, under penalty of perjury, that the above gross sales statement is true and correct.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, \_\_\_\_ 201\_\_  
(month) (day)

## Daily Sales Record

Concessionaire Name: \_\_\_\_\_ For The Month: \_\_\_\_\_, 2015

Day of Month	Time Opened & Closed	# Hours Open	Daily Gross Sales	Day of Month	Time Opened & Closed	# Hours Open	Daily Gross Sales
1	/		\$ .	17	/		\$ .
2	/		\$ .	18	/		\$ .
3	/		\$ .	19	/		\$ .
4	/		\$ .	20	/		\$ .
5	/		\$ .	21	/		\$ .
6	/		\$ .	22	/		\$ .
7	/		\$ .	23	/		\$ .
8	/		\$ .	24	/		\$ .
9	/		\$ .	25	/		\$ .
10	/		\$ .	26	/		\$ .
11	/		\$ .	27	/		\$ .
12	/		\$ .	28	/		\$ .
13	/		\$ .	29	/		\$ .
14	/		\$ .	30	/		\$ .
15	/		\$ .	31	/		\$ .
16	/		\$ .		Total of All Days Post To “A” On Page 1		\$ .

Total Each Day's Daily Sales And Post Of All Days The Total Here

Comments: \_\_\_\_\_

(If you operate more than one concession site then submit a complete set of 2 pages of this Monthly Report for each site.)



**PERMIT EXHIBIT C – EXCLUDED DATES**

Dates will be added when applicable to the specific park location – a separate page will be inserted for this Exhibit. If dates to be excluded are available when the Permit is issued then the dates will be shown here. \_\_\_\_\_